

sonal representatives, will forever warrant and defend the said property unto the grantee, his heirs, devisees and personal representatives and assigns, against the claims and demands of the grantor and all persons claiming or to claim by, through or under him.

This section referred to in denying claim of mistake or fraud in execution of deed. *Boyle v. Md. State Fair*, 150 Md. 344.

Special warranty by grantor in deed makes it duty of grantor to defend title against claim previously created by him; intermediate ownership has no effect. *Wempe v. Schoentag*, 163 Md. 649.

An. Code, 1924, sec. 77. 1912, sec. 75. 1904, sec. 73. 1888, sec. 72. 1864, ch. 252, sec. 4.

**93.** A covenant by the grantor in a deed for land, "that he is seized of the land hereby conveyed," shall have the same effect as if the grantor had covenanted that the said grantor at the time of the execution and delivery of the said deed is and stands lawfully seized of, in and to the same.

An. Code, 1924, sec. 78. 1912, sec. 76. 1904, sec. 74. 1888, sec. 73. 1864, ch. 252, sec. 5.

**94.** A covenant by the grantor, in a deed for land, "that he has the right to convey said land," shall have the same effect as if the grantor had covenanted that he has good right, full power and absolute authority to convey the said land unto the grantee in said deed, in the manner in which the same is conveyed, or intended so to be, by the deed, according to its true intent.

An. Code, 1924, sec. 79. 1912, sec. 77. 1904, sec. 75. 1888, sec. 74. 1864, ch. 252, sec. 6.

**95.** A covenant by the grantor, in a deed for land "that the said (the grantee) shall quietly enjoy said land," shall have the same effect that if he had covenanted that the said (the grantee), his heirs and assigns, might at any and all times thereafter, peaceably and quietly enter upon, and have, hold and enjoy the land conveyed by the deed, or intended so to be conveyed, with all the rights, privileges and appurtenances thereunto belonging, and to receive the rents and profits thereof, to and for his or their use and benefit, without any eviction, interruption, suit, claim or demand whatever, by the said (the grantor), his heirs or assigns, or any other person or persons whatever.

An. Code, 1924, sec. 80. 1912, sec. 78. 1904, sec. 76. 1888, sec. 75. 1864, ch. 252, sec. 7.

**96.** A covenant by grantor, in deed for land, "that he has done no act to encumber said land," shall be construed and have the same effect as if he had covenanted that he had not done or executed, or knowingly suffered any act, deed or thing whereby the land and premises conveyed, or intended so to be, or any part thereof, are or will be charged, affected or encumbered in title, estate or otherwise.

An. Code, 1924, sec. 81. 1912, sec. 79. 1904, sec. 77. 1888, sec. 76. 1864, ch. 252, sec. 8.

**97.** A covenant by a grantor, in a deed for land, "that he will execute such further assurances of said land as may be requisite," shall have the same effect as if he had covenanted that he, the grantor, his heirs or personal representatives, will, at any time, upon any reasonable request, at the charge of the grantee, his heirs or assigns, do, execute or cause to be done and executed, all such further acts, deeds and things, for the better, more perfectly and absolutely conveying and assuring the lands and premises hereby conveyed, or intended so to be, unto the grantee, his heirs and